

OCEAN TIME TABLE.

LOCAL LINE—S. & A. AUSTRALIA.	
Arrive Honolulu from S. Fran.	Leave Honolulu for S. Fran.
Apr. 19.	Apr. 26.
May 17.	May 24.
June 14.	June 21.

THROUGH LINE—SAN FRANCISCO, HONOLULU, SAN DIEGO, AUCKLAND AND SYDNEY.

Fr. S. P. for Sydney.	Fr. Sydney for S. P.
At Honolulu.	At Honolulu.

Mariposa May 4.	Monowai May 4.
Alameda June 29.	Mariposa June 29.

FOR YOKOHAMA AND HONOLULU.

Steamers for above ports will call at Honolulu, on or about the following dates:

Belgic.	May 11.
China.	May 17.
Oceanic.	August 7.
China.	September 18.
Oceanic.	October 16.
China.	November 27.
Oceanic.	December 25.

FOR SAN FRANCISCO.

Steamers for above port will call at Honolulu on their way from Hongkong and Yokohama on or about the following dates:

Oceanic.	May 7.
Gaelic.	May 29.
China.	June 19.
Belgic.	June 27.
Oceanic.	July 17.
Gaelic.	August 6.
City of Peking.	August 15.
Oceanic.	September 25.
China.	November 6.
Oceanic.	December 4.

Meteorological Record.

BY THE GOVERNMENT SURVEY, PUBLISHED EVERY MONDAY.

DATE	WIND	WAVE	TEMP.	MOON
APRIL 17	W 10	10	78	10
APRIL 18	W 10	10	78	10
APRIL 19	W 10	10	78	10
APRIL 20	W 10	10	78	10
APRIL 21	W 10	10	78	10
APRIL 22	W 10	10	78	10
APRIL 23	W 10	10	78	10
APRIL 24	W 10	10	78	10
APRIL 25	W 10	10	78	10
APRIL 26	W 10	10	78	10
APRIL 27	W 10	10	78	10
APRIL 28	W 10	10	78	10
APRIL 29	W 10	10	78	10
APRIL 30	W 10	10	78	10

Notes, Sun and Moon.

BY C. J. LUTON.

DATE	WIND	WAVE	TEMP.	MOON
APRIL 17	W 10	10	78	10
APRIL 18	W 10	10	78	10
APRIL 19	W 10	10	78	10
APRIL 20	W 10	10	78	10
APRIL 21	W 10	10	78	10
APRIL 22	W 10	10	78	10
APRIL 23	W 10	10	78	10
APRIL 24	W 10	10	78	10
APRIL 25	W 10	10	78	10
APRIL 26	W 10	10	78	10
APRIL 27	W 10	10	78	10
APRIL 28	W 10	10	78	10
APRIL 29	W 10	10	78	10
APRIL 30	W 10	10	78	10

First Quarter of the Moon on the 22d at 6h. 30m. p.m.

Time White Blows at 1h. 30m. 44. p.m. of Honolulu time, which is the same as 12h. 0m. 0s. of Greenwich time.

SHIPPING INTELLIGENCE.

ARRIVALS.

MONDAY, April 10.
Haw bkt Andrew Welch, Drew, 40½ days from Iquiqui, Chili.
Br sch Norma, Macquarrie, 62 days from Yokohama.
Schr Ka Mot from Hamakua.

TUESDAY, April 11.
Br S S Gaelic, from San Francisco.
Am bkt Hilo, LeBallister, 13 days from San Francisco.
Schr Mary E Foster from Kaula.
Schr W G Hall, Simerson, from Hawaii and Maui.
Schr Kulamann from Hanakua.

THURSDAY, April 13.
Schr James Mabee, Haglund, from Kaula.
Haw bkt Liholiho, Berry, from Laysan Island.
H M S Hyacinth, May, 12½ days from Esquimaux.

FRIDAY, April 14.
Schr J A Cummins, Neilson, from Koolau.
Schr Kaala, Gahan, from Kaula.
Schr Mokoli, McGregor, from Molokai and Lanai.
Schr Waimanalo, Dudoit, from Molokai.
Schr Mary E Foster from Kaula.
Am bkt Puritan, Peterson, 59 days from Newcastle.

SATURDAY, April 15.
Schr Kilauea Hou, Fitzgerald, from Hamakua.
Schr Kinan, Clarke, from Maui and Hawaii.
Schr Kaala, Gahan, from circuit of Oahu.
Schr Iwalei, Freeman, from Kaula.
Schr R Bishop, Le Claire, from Kaula.
Schr Mary E Foster from Kaula.

SUNDAY, April 16.
Schr Mikahala, Chaney, from Kaula.
Schr Claudine, Davies, from Maui.
Schr Kulamann from Kaula.

DEPARTURES.

MONDAY, April 10.
Schr J A Cummins, Neilson, for Koolau.
Schr Kinan, Clarke, for Maui and Hawaii.
Schr James Mabee, Haglund, for Kaula.
Schr Kaala, Gahan, from circuit of Oahu.
Schr Iwalei, Freeman, from Kaula.
Schr R Bishop, Le Claire, for Kaula.
Schr Mary E Foster from Kaula.

TUESDAY, April 11.
Schr Mikahala, Chaney, for Kaula.
Schr Claudine, Davies, for Maui.
Schr Kulamann from Kaula.

THURSDAY, April 13.
Schr James Mabee, Haglund, for Kaula.
Schr Kaala, Gahan, from Kaula.
Schr Mokoli, McGregor, for Molokai and Lanai.
Schr Waimanalo, Dudoit, for Molokai.
Schr Mary E Foster from Kaula.
Am bkt Puritan, Peterson, 59 days from Newcastle.

FRIDAY, April 14.
Schr J A Cummins, Neilson, for Koolau.
Schr Kaala, Gahan, from Kaula.
Schr Mokoli, McGregor, from Molokai and Lanai.
Schr Waimanalo, Dudoit, from Molokai.
Schr Mary E Foster from Kaula.
Am bkt Puritan, Peterson, 59 days from Newcastle.

SATURDAY, April 15.
Schr Kilauea Hou, Fitzgerald, from Hamakua.
Schr Kinan, Clarke, from Maui and Hawaii.
Schr Kaala, Gahan, from circuit of Oahu.
Schr Iwalei, Freeman, from Kaula.
Schr R Bishop, Le Claire, from Kaula.
Schr Mary E Foster from Kaula.

SUNDAY, April 16.
Schr Mikahala, Chaney, from Kaula.
Schr Claudine, Davies, from Maui.
Schr Kulamann from Kaula.

DEPARTURES.

MONDAY, April 10.
Schr J A Cummins, Neilson, for Koolau.
Schr Kinan, Clarke, for Maui and Hawaii.
Schr James Mabee, Haglund, for Kaula.
Schr Kaala, Gahan, from Kaula.
Schr Mokoli, McGregor, for Molokai and Lanai.
Schr Waimanalo, Dudoit, for Molokai.
Schr Mary E Foster from Kaula.
Am bkt Puritan, Peterson, 59 days from Newcastle.

TUESDAY, April 11.
Schr Mikahala, Chaney, for Kaula.
Schr Claudine, Davies, for Maui.
Schr Kulamann from Kaula.

THURSDAY, April 13.
Schr James Mabee, Haglund, for Kaula.
Schr Kaala, Gahan, from Kaula.
Schr Mokoli, McGregor, for Molokai and Lanai.
Schr Waimanalo, Dudoit, for Molokai.
Schr Mary E Foster from Kaula.
Am bkt Puritan, Peterson, 59 days from Newcastle.

FRIDAY, April 14.
Schr J A Cummins, Neilson, for Koolau.
Schr Kaala, Gahan, from Kaula.
Schr Mokoli, McGregor, from Molokai and Lanai.
Schr Waimanalo, Dudoit, from Molokai.
Schr Mary E Foster from Kaula.
Am bkt Puritan, Peterson, 59 days from Newcastle.

SATURDAY, April 15.
Schr Kilauea Hou, Fitzgerald, from Hamakua.
Schr Kinan, Clarke, from Maui and Hawaii.
Schr Kaala, Gahan, from circuit of Oahu.
Schr Iwalei, Freeman, from Kaula.
Schr R Bishop, Le Claire, from Kaula.
Schr Mary E Foster from Kaula.

SUNDAY, April 16.
Schr Mikahala, Chaney, from Kaula.
Schr Claudine, Davies, from Maui.
Schr Kulamann from Kaula.

VESSELS IN PORT.

(This list does not include coasters.)

NAVAL VESSELS.	
U S S Boston, Day, Hilo.	
U S S Mohican, Ludlow, San Francisco.	
H M S Hyacinth, May, Esquimaux.	
H I J M S Naniwa, Togo, Yokohama.	

MERCHANTMEN.

Am schr Robert Lewers, Goodman, S. F.	
Am bkt Morning Star, Garland, Kaula.	
Am bkt Sonoma, Anderson, San Fran.	
Am schr Alice Cooke, Penhallow, Newcastle.	
Haw bkt Mauna Ala, Smith, San Francisco.	
Am bkt Planter, Dow, San Francisco.	
Am schr Olga, Ipsen, Newcastle.	
Haw bkt Andrew Welch, Drew, Iquiqui, Ch.	
Br sch Norma, Macquarrie, Yokohama.	
Am bkt Hilo, LeBallister, San Francisco.	
Am schr Puritan, Peterson, Newcastle.	

FOREIGN VESSELS EXPECTED.

Ger bkt G N Wilcox.	Liverpool, July 4-10
Am schr Lyman D Foster, Newell, Mar 31	
Am bkt Wm R Hume, Newcastle.	May 29
Bk Amy Turner.	Boston, May 20
Am bkt Anella.	Pt Towns, Apr 20
Br S S Belgic.	S F (China), May 11
Am bkt Alden Besse.	S F (Kab), Mar 30
Br sch Greta.	Newcastle, Apr 10-30
Am schr King Cyrus.	Newcastle, Apr 25-30
Br S S Oceanic.	S F (China), May 11
Am bkt S G Wilder.	San Fran, Apr 15
Haw bkt Leah.	S F (Kab), Apr 17
Am bkt Consuelo.	S F (Kab), Apr 13
Am bkt W H Dimond.	S F, Apr 21
Am bkt C D Bryant.	S F, Apr 25
Am bkt J D Speckels.	S F (Kab), Apr 29
Am schr Anna.	S F (Kab), Apr 30

PASSENGERS.

ARRIVALS.

From San Francisco, per bkt Hilo, April 11—Mrs D B P Penhallow and family.
From Iquiqui, Chili, per bkt Andrew Welch, April 10—Capt Wm Newhall.
From Hawaii and Maui, per stmr W G Hall, April 11—Volcano: C H Hill and wife, P C Jones and wife. Way ports: Peter Lee, J A Daggon, A Lindsay, J Hendry, W H Stone, J Wilson and wife, A Moore and wife, Mrs F L Leslie, R S Yeg, J B Atherton, W R Castle, J O Carter, J Crowder, J C Crowder, C L Wight, Miss Lata Wilder, and 42 deck.
From Kaula, per stmr James Mabee, April 13—W J Lowrie and 3 on deck.
From Hawaii and Maui, per stmr Kinan, April 13—From Volcano: G Kunst, Max Kuffman, J R Kendall, W W Naughton, W H Cole, E J Crane and wife. For way ports: P Beck, E J Weigh, J E Ray, E R Hendry, W H Stone, J Wilson and wife, A Moore and wife, Mrs F L Leslie, R S Yeg, J B Atherton, W R Castle, J O Carter, J Crowder, J C Crowder, C L Wight, Miss Lata Wilder, and 42 deck.
From Kaula, per Mikahala, April 16—G N Wilcox, W H Rice, Master Arthur Rice, H P Baldwin, W Blaisdel, Maile Keawe, Mrs Josiah Keawe, Master Whitney W. Keawe, Miss Baldwin (2), A M Spurr, K Ogura, George Mundon, Rev J. Kanoho, W A Kila, and 30 deck.
From Waimana, per Iwalei, April 15—E M Walsh, C B Hofgaard and wife, Mrs J E Ward, C W Knigh, and 5 deck.
From Maui, per stmr Claudine, April 16—G P Wilder, W E Rowell, J W Davidson, Mrs S N Kaai, Miss E Davidson, R Lambert and wife, O T Shipman, C H Gibson, W C Farke, Col MacArthur and wife, Max Kuffman, top Yuen, Y Amoy, L Akana, and 20 deck.
From Kaula, per stmr R Bishop, April 15—E J G Bryant, wife and child, S N Hundley, Norman Hulbert, Miss Matamora, Mr Foss, and 6 deck.

DEPARTURES.

For Maui and Hawaii, per stmr Kinan, April 10—Volcano: G Kunst, M Kuffman, J R Kendall, W W Naughton, W H Cole, E J Crane and wife. For way ports: P Beck, E J Weigh, J E Ray, E R Hendry, W H Stone, J Wilson and wife, A Moore and wife, Mrs F L Leslie, R S Yeg, J B Atherton, W R Castle, J O Carter, J Crowder, J C Crowder, C L Wight, Miss Lata Wilder, and 42 deck.
For Kaula, per stmr Mikahala, April 11—Miss Juliet Smith and friend, Miss Andrews, A H Smith, J K Farley, Rev A V Soares, Rev O P Emerson, W L W Whitney, Miss Baldwin (2), A M Spurr, C von Hamm, E W Holdsworth, W B Blaisdel, Capt J Ross, Theo Wolfe, Chi Wo and about 40 on deck.
For Maui, per stmr Claudine, April 11—B D Baldwin and bride, C M V Forster, Sister Bonaventura, Mrs Crook, W C Parke, R D Walbridge, Mr Dunlap, W J Anderson, Col MacArthur and wife, J O Carter, W H Cornwell, Capt J Dudoit and 37 on deck.
For San Francisco, per bktine Irmgard, April 12—C Isenberg and son, Misses Isenberg (6), M Rose, wife and child.
For San Francisco, per bktine Mary Winkelman, April 13—Miss L. Hensen, J Willcock, wife and 4 children, (stowaways from s Alameda, G Thompson and W Goddard).
For Hawaii and Maui, per stmr W G Hall, April 13—Volcano: C H Hill and wife, J H Parker and wife, Peter Lee, Way ports: G K Wilder, Mr Savidge, R C Carter, L K Lane, D Crozier, J D Paris, J H Coney, J Makainai and 36 on deck.
For Kaula, per stmr James Mabee, April 13—W E H Deverill.

EXPORTS.

For San Francisco, per bktine Irmgard, April 12—C Isenberg and son, Misses Isenberg (6), M Rose, wife and child.
For San Francisco, per bktine Mary Winkelman, April 13—Miss L. Hensen, J Willcock, wife and 4 children, (stowaways from s Alameda, G Thompson and W Goddard).
For Hawaii and Maui, per stmr W G Hall, April 13—Volcano: C H Hill and wife, J H Parker and wife, Peter Lee, Way ports: G K Wilder, Mr Savidge, R C Carter, L K Lane, D Crozier, J D Paris, J H Coney, J Makainai and 36 on deck.
For Kaula, per stmr James Mabee, April 13—W E H Deverill.

MARRIED.

BALDWIN-VOSS—In Honolulu, April 11, 1893, at the residence of A. Ehlers, by the Rev. Dr. Beckwith, Mr. B. D. Baldwin, of Halaunui, Maui, to Miss Louise Th. Voss, of Honolulu.

LONGA-PRATT—In this city, Tuesday, April 11, 1893, by Rev. H. H. Parker, Jesse J. Longa to Annie E. Pratt.

BROOKLYN, N. Y., and Oakland, Cal., papers please copy.

DIED.

BLACKBURN—In this city, April 10, 1893, Mrs. Anna Blackburn, aged 83, for a number of years a resident of this city.

FISHER—In Liliha, Honolulu, April 15, 1893, John, eldest son of Mrs. Jacob Fisher, aged 13 years.

HOLT—At Honolulu, April 16, 1893, the widow of the late J. D. Holt, aged about 69 years.

The American bark Amy Turner from New York to Honolulu was spoken on February 24th, in 3 N., 27 W. She has a full cargo of merchandise, and is consigned to Messrs. C. Brewer & Co.

In the Supreme Court of the Hawaiian Islands.

MARCH TERM, 1893.

TALULA L. HAYSLEND VS. WAHINEAEA (W.)

EJECTMENT.

BEFORE JUD. C. J., BICKERTON AND FREAR, JJ.

A devise of land by will was uncertain as to which of two lots, Nos. 2 and 3, was devised to A. Defendant the purchaser of lot No. 2 sold it nineteen years ago describing it in the deed as the lot purchased of A, and the adjoining lot No. 3 as the property of B. Defendant thereafter took possession of lot No. 3. In an action by the grantee of B to recover possession of lot No. 3 of defendant, there must be more evidence than defendant's denial that she executed the deed of lot 2 to disprove the estoppel claimed as effect of her deed, as showing her construction of the devise. The evidence showing that the jury must have acted in giving their verdict for defendant through bias or misunderstanding, the verdict is set aside and a new trial ordered.

OPINION OF THE COURT BY BICKERTON, J.

This case was first heard at the October term 1892, of the Supreme Court, and the jury disagreed and were discharged. The case came on again for hearing at the February term, 1893, of the First Circuit Court under the Act to reorganize the Judiciary Department, and the jury rendered a verdict for the defendant. On the 23d of February plaintiff by her attorney filed a motion for a new trial on the ground that the verdict was contrary to the weight of evidence and to the law as laid down in the charge of the Court. On the 28th of the same month the said motion was argued before Frear, J., the judge presiding at the trial, and the Court overruled the motion. The matter now comes here on a bill of exceptions to the ruling of the Court in having denied said motion.

The history of the case is briefly as follows: About the year 1867 one Makaiouli died leaving the property maula of Queen street in Honolulu, marked as Lots 1, 2 and 3 on the map which was introduced in evidence. By his will he divided the property into three lots, but without stating the metes and bounds of any of them, leaving Lot 1 to his widow for life, remainder to Kalo, his daughter, Lot 2 to his brother Keana for life, remainder to Kekihi, wife of Keana, and Lot 3 to his daughter Kalo. There is practically no dispute as to the location of Lot 1, which is conceded to have been the makai portion, as marked on the map. But the maula kuleana, apparently intended to constitute Lots 2 and 3, now furnishes the dispute as to which is Lot 2 and which is Lot 3.

It was in evidence that the residence of Makaiouli was so situated as that the language of the will would, or at least might, indicate the Ewa side of the maula kuleana as being that left to Keana, and to which both parties hereto now claim title. It is conceded that defendant succeeded by regular conveyances to the title of Keana, and plaintiff's claim is founded upon a division of the maula kuleana in 1876, between defendant and Kalo, whereby defendant assumed ownership of the Waikiki part (marked 2 on the map), and Kalo assumed ownership of the Ewa portion (marked 3 on the map) and it is upon those deeds, then executed, that plaintiff chiefly relies.

Makaiouli died in 1867; his wife died soon after, and left Kalo, their daughter, a minor, who was placed under successive guardians, among whom was the defendant, her aunt. Defendant lived in the same house with the Makaiouli family, and after the deaths referred to, continued there with Kalo the minor until the house became unfit for occupation. That house was Lot 1 on the map. Kalo's title to which is not questioned. When that house became uninhabitable (defendant having in the meantime bought the Keana interest from Keana's widow), defendant took what material was useful in the old house, and with other and newer material built a house maula of the old one on the lot marked 3 on the map. Defendant and Kalo (then still a minor) went to live in the newer house, and there continued till Kalo came of age, and still later got married and went to live on Kaula.

In the meantime, in 1874, defendant and Kalo executed a mortgage as co owners of the present Lots 2 and 3 (the entire maula kuleana) to M. McNerny, wherein they assumed to be owners of the entire kuleana. There was some controversy as to the execution of this mortgage, but the facts were very fully proven by His Honor the Chief Justice, who drew the mortgage, and who identified defendant to J. H. Paty, who took her acknowledgment. The execution of this instrument was on the first trial flatly denied by defendant; but on the second trial she modified that denial into a failure of memory.

The McNerny mortgage was soon after transferred to Kekuanaole (apparently for Fanny Young Kekelaokalani); and when it matured, Fanny Young's agent Kekuanaole went to defendant and Kalo where they were living on the land in issue and demanded payment. Defendant, in her evidence, says: "He asked us to pay what we owed, and we replied that we had no money." It was then arranged that they should make conveyance of their land in order to pay off the mortgage, and the deed from defendant to Fanny Young, covering the Waikiki portion (Lot 2 on map), and the mortgage from Kalo to Fanny Young of the Ewa portion (Lot 3 on map) of the maula kuleana, were the results of that effort to pay off the McNerny mortgage.

At the first trial of the case the plaintiff offered in evidence and filed the original deed from defendant to Fanny Young. Between that trial and the last one held, that deed has been abstracted from the Court files by some person unknown, and has not been found since; a certified copy thereof is however on file and also of the mortgage from Kalo to Fanny Young, executed the same day, and which follows the deed upon the next page of the registry. Both documents were acknowledged before Thomas Brown, Registrar of Deeds. The mortgage of Kalo to Fanny Young was afterwards released, and another mortgage was given by her to Mrs. Borres, and under the last one mentioned, the foreclosure proceedings were had through which the plaintiff claims title.

We may fairly start from 1874, the time when defendant and Kalo executed the mortgage to McNerny of Lots 2 and 3, being the maula portion. The record of this mortgage was notice to the world that they claimed to be the owners of these two lots. When the payment of this mortgage was demanded defendant in her evidence says, "He asked us to pay what we owed, and we replied that we had no money," it then became necessary to raise the money, and then they certainly divided the maula portion, Kalo giving a mortgage to Fanny Young of her portion, Lot 3, and defendant giving a deed of her portion, Lot 2, to Fanny Young; in that deed defendant recognizes the other adjoining lot as belonging to Kalo, and describes the lot she was selling as the lot conveyed to her by Kekihi; this deed was put on record, and was notice to the world that she only claimed the lot she sold, and was a declaration that of the maula portion Kalo took Lot 3, and she took Lot 2. The defendant in her evidence speaks of her visit to the Registry Office in company with Kalo to arrange some papers in connection with her land and talking with Mr. Brown the registrar; these papers must have been the mortgage from Kalo and the deed from herself; the evidence points clearly to this fact. This certainly was notice to any purchaser of lot 3, searching the records, that defendant had no claim to it, and that it was the property of Kalo. But defendant denies that she executed this deed; her evidence is not positive; but she tells many facts which of themselves might well be held to prove her execution without the aid of direct and positive evidence from any other source. But we have the positive evidence of Mr. Lazarns, a subscribing witness to the deed, who was at the date of the execution of the deed a clerk and interpreter in W. C. Jones' office where the deed was drawn, and he (Mr. Lazarns) testifies with a minuteness of detail to the execution of the deed, and to the fact of his having got into a quarrel with Mr. Jones his employer, because of having told her at the time of reading and interpreting the deed to her before signature, that she was being taken in and was selling too cheaply.

To have found the verdict that the jury did, they must have found that the defendant did not execute that deed. We are of opinion that such a finding cannot be sustained in the face of the evidence adduced in the case. There is not a shadow of doubt that there was a joint mortgage from defendant and Kalo, and that it was lifted by another mortgage from Kalo of part of the land and a deed from defendant of the other part. This fact in itself under the circumstances, is in our opinion almost conclusive. Defendant says herself they had not the money to pay the mortgage; the first mortgage was released, it certainly was not released without a settlement being had of the amount due. The evidence points beyond a doubt to the fact that the settlement was made in the way above stated.

The Court charged the jury that the will of Makaiouli being uncertain as to the way the maula portion was to be divided, then it is to be construed in the way in which the parties who are interested themselves and those under whom they claim construed it. The evidence is clear as to how defendant and Kalo construed it, defendant selling her share by metes and bounds and Kalo mortgaging hers.

The Court further charged, "I instruct you as a matter of law that after a lapse of time, after a long time, and if the parties have acted as if the deed were a deed executed by the defendant, then her mere testimony that she did not execute it is not sufficient. There should be something more. If you find that the deed was executed a long time ago, as you must, and if you further find that she assented to it and that possession has been in accordance with it, then her mere testimony as a matter of law is not sufficient to show that she did not execute it; that has been decided by our Supreme Court." Kamala vs. Lovell, 5th Haw. p. 62. Further on the Court says, "If you find that she did execute that deed she is presumed to know the contents of it; she cannot come in here and say that there was a mistake or that there was fraud." Further, "The acts of the defendant and those under whom she claims would estop her from saying anything contrary to what her acts have shown."

No exception was taken to any part of the charge; it was the law of the case as given by the Court. Defendant's counsel contends, and it is his only contention, that the facts were

left to the jury and they found for the defendant, and the Court cannot interfere with the verdict. But a verdict must be in conformity to the law and the evidence; there must be evidence to support it. The charge of the Court in this case was clear and positive that the mere denial of defendant that she executed the deed was not sufficient. But we have the positive evidence that she did execute it. In the face of the instructions given by the Court, and the evidence, we fail to see how the jury could find for the defendant. In Bishop vs. Kala, 7th Haw. p. 591, the Court says: "If it appears clearly to the Court that the verdict is so manifestly against evidence as to induce the conviction that a mistake has been made or that injustice has been done, or when it appears that the verdict is clearly, palpably, decidedly and strongly against the evidence, or is manifestly the result of bias or of misunderstanding on the part of the jury, the verdict will be set aside."

In the case at bar we are of the opinion that the verdict is of this nature and ought to be set aside and a new trial ordered. And it is so done accordingly, and the exceptions are sustained.

C. W. Ashford for plaintiff; J. Nawai for defendant.

Honolulu, April 12, 1893.

The banana seeds only in one small spot on the earth—the Andaman Islands. Everywhere else the banana plant must be raised from suckers.

Horsford's Acid Phosphate.

Beware of Imitation.

Legal Advertisements.

IN THE CIRCUIT COURT.

First Circuit of the Hawaiian Islands. In the matter of the Bankruptcy of M. F. SCOTT of Kailua, Kona, Hawaii.

Order on Petition for Discharge. Upon reading and filing the petition of said M. F. Scott, alleging that more than six months have elapsed since he was adjudicated a bankrupt, and praying for a discharge from all his debts.

It is ordered, that WED